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meaning, the commonly known contract of insurance for the protection of a property owner against loss of his property by fire.

[Ed. Note. For other cases, see *Insurance*, Cent. Dig. § 7; Dec. Dig. § 8.* 6 Va.-W. Va. Enc. Dig. 63.]

For other definitions, see *Words and Phrases*, First and Second Series, *Policy*.]

Appeal from Circuit Court of City of Richmond.

Proceeding by Joseph Button, Insurance Commissioner, against the American Union Fire Insurance Company, and suit by W. J. Shepherd and others against the same company, consolidated by order of court, in which proceeding the Virginia State Insurance Company filed claim. From a decree allowing such claim, W. J. Shepherd and others appeal. Reversed and remanded.

Loyall, Taylor & White, of Norfolk, for appellants.

Geo. L. Christian, of Richmond, for appellees.

INGE, Trustee, et al. v. INGE et al.

Jan. 11, 1917.

[91 S. E. 142.]

1. Reformation of Instruments (§ 43*)—Equitable Estoppel—Burden of Proof.—In a suit to reform a deed executed in carrying out a partition agreement, whereby a tract that should have been conveyed to complainant was conveyed to her daughter, the daughter, admitting the mistake, had the burden of proving the equitable estoppel by acquiescence, ratification, etc., on which she relied.

[Ed. Note.—For other cases, see *Reformation of Instruments*, Cent. Dig. § 154; Dec. Dig. § 43.* 11 Va.-W. Va. Enc. Dig. 905.]

2. Reformation of Instruments (§ 45 (1)*)—Equitable Estoppel—Evidence.—In such suit evidence held not to sustain the defense of equitable estoppel against the right to the relief sought.

[Ed. Note.—For other cases, see *Reformation of Instruments*, Cent. Dig. §§ 157, 171, 177, 182, 189, 191; Dec. Dig. § 45 (1).* 11 Va.-W. Va. Enc. Dig. 905.]

3. Reformation of Instruments (§ 23*)—Mistake—Prejudice—Estoppel.—In such suit the fact that after complainant had declined a reconveyance the daughter and her husband had given a deed of trust on the tract to secure money borrowed for a third party, as to which they were collaterally secured where they were able to pay off the deed of trust, in no way put her in a worse condition than she would

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

otherwise have occupied, so as to estop the complainant from asserting her right to the tract.

[Ed. Note.—For other cases, see *Reformation of Instruments*, Cent. Dig. § 82; Dec. Dig. § 23.* 11 Va.-W. Va. Enc. Dig. 905.]

4. Reformation of Instruments (§ 32*)—Mistake—Laches.—In such suit, where it appeared that scarcely a year elapsed after complainant learned of the mistake until she became ill and mentally incompetent to protect her interest, and remained so practically all the time until shortly before the bill was brought, the cause was not affected by the doctrine of laches.

[Ed. Note.—For other cases, see *Reformation of Instruments*, Cent. Dig. §§ 119-121; Dec. Dig. § 32.* 11 Va.-W. Va. Enc. Dig. 905.]

5. Equity (§ 72(2)*)—Laches.—Whenever a delay fairly justifies the inference of acquiescence in an adverse claim, or whenever it has been such as to induce other persons to alter their circumstances or conduct so that the element of estoppel is introduced, a court of equity will commonly hold the delay to operate as an absolute bar.

[Ed. Note.—For other cases, see *Equity*, Cent. Dig. §§ 214-219; Dec. Dig. § 72 (2).* 9 Va.-W. Va. Enc. Dig. 99.]

6. Trusts (§ 44 (1)*)—Deed of Trust—Incompetency of Grantor—Evidence.—In a suit in equity to set aside a deed of trust, which complainant had executed to her husband, evidence held to sustain the finding that she was insane when she executed and delivered such deed.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 66; Dec. § 44 (1).* 4 Va.-W. Va. Enc. Dig. 388.]

7. Trusts (§ 41*)—Competency of Grantor—Lucid Interval—Burden of Proof.—Where the evidence clearly showed that, with the exception of occasional intervals, complainant in a suit to set aside a deed of trust was generally insane for a period of four years covering the date of the execution of the deed, the burden of proving a lucid interval at that date was upon the defendant.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 60; Dec. Dig. § 41.* 4 Va.-W. Va. Enc. Dig. 388.]

8. Trusts (§ 44 (1)*)—Deed of Trust—Competency of Grantor—Evidence.—In a suit in equity to set aside a deed of trust which complainant had executed to her husband, evidence held to show that on the date when she executed a new deed of trust, after her husband's deed of release and reconveyance, she was mentally competent to do so.

[Ed. Note.—For other cases, see *Trusts*. Cent. Dig. § 66; Dec. Dig. § 44 (1).* 4 Va.-W. Va. Enc. Dig. 388.]

9. Trusts (§ 155*)—Deed of Trust—Trustee.—Complainant executing a deed of trust conveying property in trust for her support, etc.,

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

notwithstanding the preference of her husband and daughter that some member of the family who would act without compensation should be named the trustee, had a legal right to name a third party trustee.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 200; Dec. Dig. § 155.* 12 Va.-W. Va. Enc. Dig. 328.]

Appeal from Circuit Court, Sussex County.

Suit by Helen N. Inge against S. T. Inge, trustee, S. H. Inge, and another, with cross-bill by defendants S. T. Inge and S. H. Inge. Decree for complainant, and defendants appeal. Affirmed.

W. S. McNeill, of Richmond, and *T. Freeman Epes*, of Blackstone for appellants.

Thos. H. Howerton, of Waverly, and *R. H. Mann*, of Petersburg, for appellee.

BROWN v. FORD et al.

Jan. 11 1917.

[91 S. E. 145.]

1. Trusts (§ 151 (3)*—Jurisdiction—Lien—Trust Estate.—A court of equity, which had in three suits undertaken the entire control of a trust estate and in a fourth suit had undertaken to partition realty and distribute the personalty, has primary jurisdiction of a claim by a third party for an equitable lien on such estate.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 197; Dec. Dig. § 151 (3).* 9 Va.-W. Va. Enc. Dig. 329.]

2. Trusts (§ 147 (2)*—Equitable Lien—Creation—Express Agreement.—An express executory agreement by a beneficiary to make the whole corpus of an estate security for a debt creates an equitable lien on the beneficiary's interest in that estate.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 192; Dec. Dig. § 147 (2).* 9 Va.-W. Va. Enc. Dig. 329.]

3. Trusts (§ 147 (2)*—Equitable Lien—Express Lien—Contingent Estate.—The fact that interest of a beneficiary who agreed to give a lien on the estate was contingent does not defeat the lien, but it will attach when the beneficiary's interest becomes vested.

[Ed. Note.—For other cases, see *Trusts*, Cent. Dig. § 192; Dec. Dig. § 147 (2).* 9 Va.-W. Va. Enc. Dig. 329.]

4. Trusts (§ 151 (3)*—Jurisdiction—Lien—Trust Estate.—Where one share of a trust estate, on the death of the contingent beneficiary before the life tenant, was by a compromise agreement between all

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